

**BRADFORD DISTRICT AND CRAVEN STRATEGIC PARTNERING AGREEMENT**

**V2.2**

**DATE**

**2019**

- 1. NHS AIREDALE WHARFEDALE AND CRAVEN CLINICAL COMMISSIONING GROUP**
- 2. NHS BRADFORD CITY CLINICAL COMMISSIONING GROUP**
- 3. NHS BRADFORD DISTRICTS CLINICAL COMMISSIONING GROUP**
- 4. AIREDALE NHS FOUNDATION TRUST**
- 5. BRADFORD DISTRICT CARE NHS FOUNDATION TRUST**
- 6. BRADFORD TEACHING HOSPITALS NHS FOUNDATION TRUST**
- 7. CITY OF BRADFORD METROPOLITAN DISTRICT COUNCIL**
- 8. BRADFORD CARE ALLIANCE COMMUNITY INTEREST COMPANY**
- 9. BRADFORD VCS ALLIANCE LIMITED**
- 10. LOCAL CARE DIRECT**
- 11. MODALITY PARTNERSHIP**
- 12. WHARFEDALE, AIREDALE AND CRAVEN ALLIANCE**
- 13. BRADFORD CARE ASSOCIATION LIMITED**

**STRATEGIC PARTNERING AGREEMENT**

**FOR THE TRANSFORMATION AND BETTER INTEGRATION OF HEALTH AND CARE SERVICES FOR THE POPULATION OF BRADFORD DISTRICT AND CRAVEN**

<b>No</b>	<b>Date</b>	<b>Version Number</b>	<b>Author</b>
V2	25/02/19	2	Design Group
V2.1	25/03/19	2-1	Design Group / HD
V2.2 - Signature	28/03/19	2-2	

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## BRADFORD DISTRICT AND CRAVEN STRATEGIC PARTNERING AGREEMENT

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**Date:**

**2019**

This Strategic Partnering Agreement (SPA) is made between:

1. **NHS BRADFORD CITY CLINICAL COMMISSIONING GROUP** of Douglas Mill, Bowling Old Lane, Bradford, BD5 7JR;
2. **NHS BRADFORD DISTRICTS CLINICAL COMMISSIONING GROUP** of Douglas Mill, Bowling Old Lane, Bradford, BD5 7JR;
3. **NHS AIREDALE, WHARFEDALE AND CRAVEN CLINICAL COMMISSIONING GROUP** of Millennium Business Park, Station Road, Steeton, Keighley BD20 6RB;
4. **BRADFORD CARE ALLIANCE COMMUNITY INTEREST COMPANY** of The Ridge Medical Centre, Cousen Road, Bradford, BD7 3JX;
5. **BRADFORD DISTRICT CARE NHS FOUNDATION TRUST** of New Mill, Victoria Road, Saltaire, West Yorkshire, BD18 3LD;
6. **AIREDALE NHS FOUNDATION TRUST** of Airedale General Hospital, Skipton Road, Steeton, Keighley BD20 6TD;
7. **BRADFORD TEACHING HOSPITALS NHS FOUNDATION TRUST** of Duckworth Ln, Bradford BD9 6RJ;
8. **CITY OF BRADFORD METROPOLITAN DISTRICT COUNCIL** of Bradford City Park, City Hall, Centenary Square, Bradford BD1 1HY;
9. **BRADFORD VCS ALLIANCE LIMITED a company limited by guarantee (Registered Company number 10597133) whose registered office is** Perkin House, Grattan Road, Bradford. BD1 2LU (“**VCS**”);
10. **LOCAL CARE DIRECT** of Sheridan Teal House, Unit 2 Longbow Close, Pennine Business Park, Bradley, Huddersfield HD2 1GQ;
11. **MODALITY PARTNERSHIP** of Orsborn House, 55 Terrace Road, Handsworth, Birmingham B19 1BP;
12. **WHARFEDALE, AIREDALE AND CRAVEN ALLIANCE** of Springs Lane, Ilkley LS29 8TH; and
13. **BRADFORD CARE ASSOCIATION LIMITED** (Registered Company number 11911880) of 68 Kirkgate, Shipley, England, BD18 3EL;

together referred to in this SPA as the “**Parties**”.

The CCGs and the Council (where acting as a commissioner and not a provider of social care and/or public health services) are together referred to in this SPA as the “**Commissioners**”.

The Bradford Providers and the Airedale Providers are together referred to in this SPA as the “**Providers**”.

### **RECITALS**

1. The NHS Long Term Plan (LTP) published in January 2019 builds upon the Five Year Forward View (the “Forward View”) and sets out to tackle the pressures faced by the health service. It aims to accelerate the redesign of patient care to future-proof the NHS

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for the decade ahead including the move to a new service model in which patients get more options, better support, and properly joined-up care at the right time in the optimal care setting. It also places a focus on taking action to strengthen the NHS contribution to prevention and health inequalities.

2. In entering into and performing their obligations under this SPA and (where applicable to the Party) under the West Yorkshire and Harrogate ICS Memorandum of Understanding, the Parties are working towards the implementation of the integrated care models highlighted in the Forward View and the LTP. In particular, this agreement sets out the values, principles and shared ambition of the Parties in supporting work towards the transformation and better integration of health and care services for the people who live in Bradford District and Craven, and across West Yorkshire and Harrogate where applicable.
3. The Commissioners are the statutory bodies responsible for planning, organising and buying social care and NHS-funded healthcare for people who live in Bradford District and Craven.
4. The Providers are providers of social care and NHS funded healthcare services to the population across Bradford District and Craven.
5. The Council has a role within this SPA as both a commissioner of social care services but also as a provider of social care services either through direct delivery or through various subcontracts. In its role as commissioner of social care services the Council shall be a Commissioner and its role as provider of social care services shall be a Provider. The Council recognises the need to ensure that any potential internal or external conflicts of interest are appropriately identified and managed.
6. The Parties acknowledge and confirm that this SPA will look to facilitate sustainable and better care, which is able to meet the needs of people living in Bradford District and Craven.
7. This SPA contains the operating framework that sets out how the Commissioners and the Providers will work together in a collaborative and integrated way for the delivery of health and care services in Bradford District and Craven. Under this SPA, the Parties will collaboratively agree and develop the Services in pursuit of the Vision and Objectives and in accordance with the Principles.
8. Specific new services and initiatives may be added by agreement and inserted into this SPA as required to further the collaborative work of the Parties.
9. This SPA has been drafted to work alongside:
  - (a) The Services Contracts between the Commissioners and the Providers for the

- delivery of the Services;
- (b) the Section 75 Agreement entered into by the Commissioners on 1 April 2017 as a “Framework Partnership Agreement relating to the Commissioning of Health and Social Care services” under which they commission the services listed in the schedules to that agreement; and
- (c) the MoU(s) entered into by certain of the Providers for Bradford and Airedale under which they agree to work collaboratively in respect of the Services.
10. This SPA also replaces the Bradford Alliance Agreement entered into by certain of the Parties that expired on 31 March 2019 in accordance with its terms.
11. Through the SPA, the CCGs and the Council are looking to see an impact and potential benefit for patients in Bradford District and Craven through the collaborative working approach with the Providers.

**IT IS AGREED AS FOLLOWS:**

**1. DEFINITIONS AND INTERPRETATION**

- 1.1 In this SPA, capitalised words and expressions shall have the meanings given to them in Schedule 1.
- 1.2 In this SPA, unless the context requires otherwise, the following rules of construction shall apply:
- 1.2.1 a person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);
- 1.2.2 a reference to a “Provider” or “Commissioner” includes its personal representatives, successors or permitted assigns;
- 1.2.3 a reference to a statute or statutory provision is a reference to such statute or provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted;
- 1.2.4 any phrase introduced by the terms “**including**”, “**include**”, “**in particular**” or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms;
- 1.2.5 documents in “**agreed form**” are documents in the form agreed by the Providers and initialled by them for identification and attached to this SPA; and
- 1.2.6 a reference to writing or written includes faxes and e-mails.

**2. STATUS AND PURPOSE OF THIS AGREEMENT**

- 2.1 The Parties will together form a strategic partnership on the terms set out in this SPA in order to develop an improved operating framework for financial, governance and

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contractual working to deliver better health outcomes for the population of Bradford District and Craven.

- 2.2 This SPA sets out the key terms that the Parties have agreed in how the Commissioners and Providers will work together in a collaborative and integrated way on a Best for Bradford District and Craven basis and the Services Contracts set out how the Parties provide Services to Bradford District and Craven. This SPA is not intended to conflict with or take precedence over the terms of the Services Contracts unless expressly agreed by the Parties.
- 2.3 The Parties agree that, notwithstanding the good faith consideration that each Party has afforded the terms set out in this SPA and save as provided in Clause 2.4 below, this SPA shall not be legally binding. The Parties enter into this SPA intending to honour all their obligations. Certain aspects of this SPA are not relevant to particular types of organisation due to their differing legal and statutory status. These are indicated in the table at Annex 1 to this SPA as may be amended from time to time.
- 2.4 Clauses 12 (Information Sharing and Conflicts of Interest), 17 (Liability), 20 (Assignment and Novation), 21 (Confidential Information), 22 (Freedom of Information), 23 (Intellectual Property), 28 (Counterparts) and 31 (Governing Law and Jurisdiction) shall come into force from the date hereof and shall give rise to legally binding commitments between the Parties.
- 2.5 Each of the Providers either have entered or will enter into individual Services Contracts (or where appropriate combined Services Contracts) with one or more of the Commissioners for Services. The Commissioners may also enter certain contracts with each other such as agreements for the pooling of funds or resources between the Commissioners. This SPA will be referred to in, supplement and work alongside these arrangements as the overarching operating framework across Bradford District and Craven.

### **3. ACTIONS TAKEN PRIOR TO AND POST THE COMMENCEMENT DATE**

- 3.1 Each Party shall provide to each of the other Parties on or prior to the Commencement Date confirmation that it has approved entry into this SPA.

### **4. DURATION**

- 4.1 This SPA shall take effect on the Commencement Date and will continue in full force and effect and will expire on 31 March 2022 (“**the Initial Term**”), unless and until terminated in accordance with the terms of this SPA.
- 4.2 The Parties may by agreement in writing extend the Initial Term of the SPA by a further additional period of up to three (3) years (the “**Extended Term**”).

## **SECTION A: VISION, OBJECTIVES AND PRINCIPLES**

Whilst the terms of clauses 5, 6 and 7 are not legally binding the Parties all enter into this SPA intending to honour their obligations within them and to work towards the delivery of the vision and the objectives.

## 5. BRADFORD DISTRICT AND CRAVEN VISION

5.1 The Parties have agreed to work towards a common vision that:

5.1.1 People will be healthier, happier, and have access to high quality care that is clinically, operationally and financially stable.

5.1.2 People will take action, and be supported to stay healthy, well and independent through their whole life and will be supported by their families and communities through prevention and early intervention with greater focus on healthy lifestyle choices and self-care.

5.1.3 When people need access to care and support it will be available to them through a proactive and joined up health, social care and wellbeing service designed around their needs and as close to where they live as possible.

In short ... Happy, Healthy at Home

## 6. BRADFORD DISTRICT AND CRAVEN OBJECTIVES

6.1 The Objectives agreed by the Parties are to deliver improved population health through integrated health, care and support. The Parties have agreed to work together to achieve the following:

6.1.1 Deliver the Bradford District and Craven Health and Wellbeing Plan as set out at <http://bdp.bradford.gov.uk/our-strategies/health-and-wellbeing-strategies/> (sustainable services against a backdrop of increasing demand);

6.1.2 Achieve greater autonomy and control within Community Partnerships to develop and transform community based health, care and support services;

6.1.3 Share collective responsibility for the deployment and management of our resources to secure better outcomes for the population served; and

6.1.4 Develop population health management capabilities to:

(a) improve primary and secondary prevention;

(b) better target interventions; and

(c) Inform the planning and delivery of services.

6.2 The Parties acknowledge that there will be a need to make decisions together under the governance arrangements in this SPA in order to ensure effective working and they will work together and make collective decisions on a 'Best for Bradford District and Craven' basis to achieve these Objectives.



## 7. THE PRINCIPLES

- 7.1 These Principles underpin the delivery of the Parties obligations under this SPA and set out key factors for a successful relationship between the Parties.
- 7.2 The Parties acknowledge and confirm that the successful delivery of the operating framework will depend on their ability to effectively co-ordinate and combine their expertise, manpower and resources in order to deliver an integrated approach to the provision of services across the Commissioners and Providers.
- 7.3 The principles referred to in clause 7 are that the Parties will work together in good faith and, unless the provisions in this SPA state otherwise, the Parties will:
- 7.3.1 commit to behave consistently as leaders and colleagues in ways which model and promote shared values;
  - 7.3.2 act as leaders of and within our organisation, our health and care partnership[s] and our place (Bradford District and Craven);
  - 7.3.3 support each other and work collaboratively;
  - 7.3.4 act with honesty and integrity, and trust each other to do the same;
  - 7.3.5 challenge constructively when we need to;
  - 7.3.6 assume good intentions;
  - 7.3.7 implement shared priorities and decisions, holding each other mutually accountable for delivery;
  - 7.3.8 be ambitious for the people we serve and the staff we employ;
  - 7.3.9 understand that the Airedale, Wharfedale and Craven and the Bradford Health and Care Partnerships belong to our citizens and to commissioners and providers, councils and NHS so we will build constructive relationships with communities, groups and organisations to tackle the wide range of issues which have an impact on people's health and wellbeing;
  - 7.3.10 look to do the work once – duplication of systems, processes and work should be avoided as wasteful and potential source of conflict;
  - 7.3.11 undertake shared analysis of problems and issues as the basis of taking action; and
  - 7.3.12 apply subsidiarity principles in all that we do – with work taking place at the appropriate level and as near to local as possible.
- (these principles together with the Financial Principles (Schedule 6) and Workforce Principles (Schedule 7) are the “**Principles**”).

## **SECTION B: DELIVERY OF THE VISION AND OBJECTIVES**

### **8. PROBLEM RESOLUTION AND ESCALATION**

- 8.1 The Parties agree to adopt a systematic approach to problem resolution that recognises the Vision, Objectives and the Principles of the SPA set out in clauses 5, 6 and 7 above.
- 8.2 If a problem, issue, concern or complaint comes to the attention of a Party which relates to the Principles or any matter in this SPA and is appropriate for resolution between the Commissioners and the Providers such Party shall notify the other Parties and the Parties each acknowledge and confirm that they shall then seek to resolve the issue by a process of discussion.
- 8.3 If any Party considers an issue identified in accordance with Clause 8.2 to amount to a Dispute requiring resolution in accordance with Clause 18 (*Dispute Resolution Procedure*) and such issue cannot be resolved within a reasonable period of time, the matter shall be escalated to the Programme Board appropriate to the Services in question or if there is no relevant Programme Board to the relevant Health and Care Partnership (or the ICB if the Dispute affects more than one of the Health & Care Partnerships), which shall decide on the appropriate course of action to take.
- 8.4 Subject to Clause 18 (*Dispute Resolution Procedure*), if the matter referred to in Clause 8.3 above cannot be resolved by the Programme Board appropriate to the Service, within 15 Operational Days, the matter may be escalated to the relevant Health and Care Partnership (or the ICB if the Dispute affects more than one of the Health and Care Partnerships) for resolution.

### **9. OBLIGATIONS AND ROLES OF THE PARTIES**

#### ***General obligations of the Parties and mutual accountability***

- 9.1 Each of the Parties will co-operate in good faith with the others to facilitate the proper performance of this SPA and in particular will:
- 9.1.1 use all reasonable endeavours to avoid unnecessary disputes and claims against any other Party;
- 9.1.2 not interfere with the rights of any other Party and its servants, agents, representatives, contractors or sub-contractors (of any tier) on its behalf in performing its obligations under this SPA nor in any other way hinder or prevent such other Party or its servants, agents, representatives, or sub-contractors (of any tier) on its behalf from performing those obligations; and
- 9.1.3 subject to Clause 9.3, assist the other Parties (and their servants, agents, representatives, or sub-contractors (of any tier)) in performing those obligations so far as is reasonably practicable; and

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- 9.1.4 not wilfully impede the other Parties in the performance of their obligations under this SPA (having regard always to the interactive nature of the activities of the Parties and the Services or any other of the Parties' statutory functions).
- 9.2 Each Party severally undertakes that it shall:
- 9.2.1 work collaboratively with the other Parties in accordance with the Principles;
- 9.2.2 focus on the delivery of key actions that have been agreed across the Parties in the ICB and HCPs and agreement on areas where they require support from the wider group of Parties to ensure the effective management of financial and delivery risk; and
- 9.2.3 co-operate with the other Parties in providing a system wide approach and response to national regulatory bodies (including NHS England, NHS Improvement and the CQC) and the Integrated Care System for West Yorkshire and Harrogate from the Bradford District and Craven system through the Health and Care Partnerships and the ICB on regulatory issues which impact upon the Services or the ability of the Parties to deliver the Vision and Objectives.
- 9.3 Nothing in this Clause 9.1 shall:
- 9.3.1 interfere with the Health and Wellbeing Boards (HWB) statutory role as the vehicle for joint local system leadership for health and care or other statutory roles of the Parties;
- 9.3.2 interfere with the right of each Party to arrange its affairs in whatever manner it considers fit in order to perform its obligations under this SPA in the manner in which it considers to be the most effective and efficient; or
- 9.3.3 oblige any Party to incur any additional cost or expense or suffer any loss in excess of that required by its proper performance of its obligations under this SPA.

#### ***Commissioners' obligations and role***

- 9.4 The Commissioners will:
- 9.4.1 help to establish and manage an environment that encourages collaboration between the Providers where permissible;
- 9.4.2 provide clarity on the resources available for Bradford District and Craven from their organisations clearly articulating health and care outcomes, performance standards, scope of services and technical requirements for the Providers;
- 9.4.3 support the Providers in developing links to other relevant services;

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- 9.4.4 provide skilled resources for commissioning of the Services (i.e. including relevant know-how); comply with all of their statutory duties; and
- 9.4.5 seek to commission the Services in an integrated, effective and streamlined way leading performance development and culture change and encompassing:
- (i) operational performance;
  - (ii) quality and outcomes; and
  - (iii) service transformation, population health management.
- 9.5 The Providers will:
- 9.5.1 act collaboratively and in good faith with each other in accordance with Guidance, National Standards and the Law to ensure the performance of the Services in having at all times regard to the welfare of service users; and
- 9.5.2 co-operate fully and liaise appropriately with each other in order to ensure a co-ordinated approach to promoting the quality of care across the Services and so as to achieve continuity in the provision of the Services that avoids inconvenience to, or risk to the health and safety of employees of the Providers or service users; and
- 9.5.3 through high performance, unlock and generate enhanced innovation and better outcomes and value for Bradford District and Craven.
- 9.6 Each Provider acknowledges and confirms that:
- 9.6.1 it remains responsible for performing its obligations and functions for delivery of the Services to the Commissioners in accordance with its Services Contracts; and
- 9.6.2 it will be separately and solely liable to the Commissioners for the provision of the elements of the Services where these come under its own Services Contracts.

## SECTION C: GOVERNANCE ARRANGEMENTS

### 10. GOVERNANCE

- 10.1 The governance structure for this SPA in Bradford District and Craven will consist of:
- 10.1.1 the ICB;
  - 10.1.2 the Airedale Wharfedale and Craven Health and Care Partnership and the Bradford and District Health and Care Partnership (together the “**Health and Care Partnerships**”); and
  - 10.1.3 the Programme Boards.

***Integration and Change Board (ICB)***

- 10.2 The ICB shall not be a committee of any Party or any combination of Parties and will operate as a collaborative forum.
- 10.3 The ICB is the group responsible for leading the Parties' collaborative approach to the Services and working in accordance with the Principles across the Bradford District and Craven system. The ICB will report to the Health and Wellbeing Boards for Bradford District and Craven as well as the Overview and Scrutiny Committees of the Council. It will hold the Health and Care Partnerships to account. It will have other responsibilities as defined in its terms of reference set out in Part 1 of Schedule 2 (Integration and Change Board – Terms of Reference).

***Health and Care Partnerships***

- 10.4 The Health and Care Partnerships will be responsible for managing the Parties input into the Services and the delivery of the Objectives. The Health and Care Partnerships shall not be a committee of any Party or any combination of Parties and will operate as a collaborative forum.
- 10.5 The terms of reference for the Health and Care Partnerships shall be as set out in Part 2 of Schedule 2 (Health and Care Partnerships – Terms of Reference).

***Programme Boards***

- 10.6 The Programme Boards are the groups responsible for managing the collaborative operation of the Parties and the delivery of the Services. The Programme Boards will act in accordance with their Terms of Reference that are to be agreed on a programme-by-programme basis in respect of each Programme to be adopted under the SPA and must:
- 10.6.1 recommend to the ICB and the Health and Care Partnerships for their approval or rejection as to how the Services should be delivered in a more integrated way for Bradford District and Craven (subject always to the terms of the Services Contracts and the formal decisions of the relevant Parties); and
- 10.6.2 provide clinical and professional leadership with regard to the Services.
- 10.7 The Parties must each ensure that the relevant representatives (or their appointed deputy) attend all of the meetings of the governance groups set out in Clause 10.1 above respectively and participate fully and exercise their voting rights on a Best for Bradford District and Craven basis and in accordance with the Vision, Objectives and Principles.

***Community Partnerships***

- 10.8 The Parties will develop the role of the Community Partnerships within the partnership and governance arrangements for the SPA having regard to the LTP and the development of Primary Care Networks.

## **11. RESERVED POWERS**

- 11.1 The Parties agree and acknowledge that nothing in this SPA shall operate as to require them to make any decision or act in anyway which shall place any Party in breach of:

11.1.1 Law;

11.1.2 any specific Department of Health and Social Care policies;

11.1.3 in the case of the Council, the Council Constitution;

11.1.4 in the case of the CCGs, the CCG Constitution;

11.1.5 any requirement upon the Commissioners to undertake and have regard to the results of public consultation; or

11.1.6 in the case of a Provider any terms of its provider licence from NHS Improvement, its registration with the CQC or to breach any legislative requirements including the NHS Act 2006 (as amended); or

11.1.7 any term of a non-NHS parties legal constitution or other legally binding agreement or governance document of which specific written notice has been given to the Parties prior to the date of this SPA,

and neither the ICB or Health and Care Partnerships will make a final recommendation which requires any Party to act as such.

## **12. INFORMATION SHARING AND CONFLICTS OF INTEREST**

- 12.1 Subject to compliance with Law (including without limitation Competition Law) and contractual obligations of confidentiality the Parties agree to share all information relevant to the provision of the Services in an honest, open and timely manner.

- 12.2 The Parties will:

12.2.1 disclose to each other the full particulars of any real or apparent conflict of interest which arises or may arise in connection with this SPA or the performance of the Services, immediately upon becoming aware of the conflict of interest whether that conflict concerns the Party or any person employed or retained by them for or in connection with the performance of the Services;

12.2.2 not allow themselves to be placed in a position of conflict of interest or duty in regard to any of their rights or obligations under this SPA (without the prior

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consent of the other parties) before they participate in any decision in respect of that matter; and

12.2.3 use best endeavours to ensure that their representatives on the governance groupings for the operating framework also comply with the requirements of this Clause 12 when acting in connection with this SPA or the performance of the Services.

12.3 If there is:

12.3.1 any uncertainty or a lack of consensus between the Parties regarding the existence of a conflict of interest under Clause 12.2.1 or 12.2.2; or

12.3.2 any query or Dispute as to whether any Party is put in a position (or will be) of conflict under Clause 12.2.2,

which cannot be resolved with recourse to the protocol referred to in Clause 12.4.1, any Party may refer the matter for resolution under Clause 18 (Dispute Resolution Procedure).

12.4 In addition to this SPA, the Parties will seek to agree and append to this SPA the following additional documents to manage the relationships for confidentiality, conflicts of interest and sharing of information between themselves as may be required from time to time:

12.4.1 a protocol to manage conflicts of interest (both actual and perceived); and/or

12.4.2 a protocol to manage the sharing of information in accordance with competition law and GDPR requirements.

## **SECTION D: FINANCIAL AND WORKFORCE FRAMEWORK, LIABILITY, ADMISSION AND EXCLUSION**

### **13. FINANCIAL PRINCIPLES**

13.1 The Parties will act in accordance with the Financial Principles set out in Schedule 6 to this SPA to facilitate greater transparency and collaborative working to achieve the changes required to deliver financial sustainability for Bradford District and Craven.

13.2 Whilst the Parties will be paid in accordance with the mechanism set out in the Services Contracts in respect of their Services they also acknowledge that they are ready to work together, manage risk together, and support each other when required to deliver the changes required to achieve financial sustainability and live within the resources of Bradford District and Craven.

**14. WORKFORCE PRINCIPLES**

- 14.1 The Parties will act in accordance with the Workforce Principles set out in Schedule 7 to this SPA to maximise the collective resources of the Parties to achieve the changes required to deliver the Vision and Objectives for Bradford District and Craven.

**15. EXCLUSION AND TERMINATION**

- 15.1 Parties may be excluded on notice from this SPA and participation in the Health and Care Partnerships and ICB in the event of:

15.1.1 the termination of their Services Contract; or

15.1.2 an event of Insolvency affecting them.

- 15.2 Without affecting any other right or remedy available to it, any Party may exit this SPA on giving not less than 6 months' written notice to the ICB.

- 15.3 Any Party may also be excluded from the SPA and participation in the Health and Care Partnerships and ICB if the Party in question has materially breached the terms of this Agreement by a resolution passed at a meeting of the ICB of not less than 75% of the Parties voting at that meeting. The Party which is the subject of the resolution to remove it from SPA shall be entitled to make representations to the other Parties at the ICB meeting at which the resolution is being proposed prior to any vote being taken on such resolution.

*Consequences of termination / exclusion / withdrawal*

- 15.4 Where a Party is excluded from this SPA, or withdraws from it, the Parties agree to work together in good faith to agree necessary changes so that the SPA continues to operate effectively on a Best for Bradford District and Craven basis. Any departing Party (whether exiting or excluded) shall procure that all data and other material belonging to any other Party under this SPA shall be delivered back to the relevant Party, deleted or destroyed as soon as reasonably practicable and confirm to the remaining Party when this has been completed. The departing Party shall also on exit grant a new licence to the remaining Parties to continue to use any of its existing or new Intellectual Property under the terms of Clause 23 to the extent that it remains required for the sole purpose of the fulfilment of the remaining Parties obligations under this SPA.

**16. INTRODUCING NEW PARTIES**

- 16.1 Subject to complying with applicable Law, if appropriate to achieve the Objectives, the Parties at the ICB may agree to include additional parties who meet the admission criteria to this SPA as set out at Clause 16.2. If the ICB agree on such a course, the new parties will become parties to this SPA on such terms as the current Parties shall



jointly agree subject to referral to the Dispute Resolution Procedure in the event of any disagreement.

- 16.2 The admission criteria for a party to be considered for admission and participation under this SPA by the ICB shall be that they hold a contract for services to the population of Bradford District and Craven of a scale that the Parties consider enables them to assist in the delivery of the Vision and Objectives across the population.
- 16.3 The Parties intend that any organisation who is a party to this SPA (including themselves) shall commit to the Principles and the Objectives and ownership of the system success/failure as set out in this SPA.

## **17. LIABILITY**

The Parties' respective responsibilities and liabilities in the event that things go wrong with the Services will be allocated under their respective Services Contracts and not this SPA.

## **18. DISPUTE RESOLUTION PROCEDURE**

Subject to compliance with Clause 8, any Dispute will be resolved in accordance with the Dispute Resolution Procedure set out at Schedule 4.

## **SECTION E: GENERAL PROVISIONS**

### **19. VARIATIONS**

- 19.1 The provisions of Schedule 5 (Change Procedure) will apply.
- 19.2 Save as set out in Clause 20, any amendment, waiver or variation of this SPA will not be binding unless set out in writing, expressed to amend, waiver or vary this SPA and signed by or on behalf of each of the Parties.

### **20. ASSIGNMENT AND NOVATION**

Unless the Parties agree otherwise in writing, the Services Contracts are personal to those parties that have entered into those Services Contracts and none of the Parties will novate, assign, delegate, sub-contract, transfer, charge or otherwise dispose of all or any of their rights and responsibilities under any Services Contract or this SPA.

### **21. CONFIDENTIAL INFORMATION**

- 21.1 Each Party shall keep in strict confidence all Confidential Information it receives from another party to this SPA except to the extent that such Confidential Information is required by Law to be disclosed, is already in the public domain, or comes into the public domain otherwise than through an unauthorised disclosure by a Party to this SPA. Each Party shall use any Confidential Information received from another Party solely for the purpose of complying with its obligations under this SPA and the Vision

and Objectives in accordance with the Principles and for no other purpose. No Party shall use any Confidential Information received under this SPA for any other purpose including use for their own commercial gain in services outside of the Services or to inform any competitive bid for any elements of the Services without the express written permission of the disclosing Party.

- 21.2 To the extent that any Confidential Information is covered or protected by legal privilege, then disclosing such Confidential Information to any Party or otherwise permitting disclosure of such Confidential Information does not constitute a waiver of privilege or of any other rights that a Party may have in respect of such Confidential Information.
- 21.3 The Parties agree to procure, as far as is reasonably practicable, that the terms of this Clause 21 (*Confidential Information*) are observed by any of their respective successors, assigns or transferees of respective businesses or interests or any part thereof as if they had been party to this SPA and this Clause will survive the expiry or the termination of this SPA for a period of 5 years.
- 21.4 Nothing in this Clause 21 (*Confidential Information*) will affect any of the Parties' regulatory or statutory obligations, including but not limited to competition law.

## **22. FREEDOM OF INFORMATION**

- 22.1 If any Party receives a request for information relating to this SPA or the Services under the Freedom of Information Act 2000 or the Environmental Information Regulations 2004, it shall (within not more than seven (7) days from receipt of the request) consult with the other Parties before responding to such request and, in particular, shall have due regard to any claim by any other Party to this SPA that the exemptions relating to commercial confidence and/or confidentiality apply to the information sought.

## **23. INTELLECTUAL PROPERTY**

- 23.1 In order to meet the Vision and the Objectives each Party grants each of the other Parties a fully paid up non-exclusive licence to use its existing Intellectual Property related to the Services but only insofar as it is reasonably required for the sole purpose of the fulfilment of that Parties obligations under this SPA.

### *New Intellectual Property*

- 23.2 If any Party creates any new Intellectual Property through the development of the Services between the Parties, the Party which creates the new Intellectual Property will grant to the other Parties a fully paid up non-exclusive licence to use the new Intellectual Property for the sole purpose of the fulfilment of that Party's obligations under this SPA.

**24. NOTICES**

- 24.1 Any notice or other communication given to a party under or in connection with this SPA shall be in writing, addressed to that Party at its principal place of business or such other address as that Party may have specified to the other Party in writing in accordance with this Clause, and shall be delivered personally, or sent by pre-paid first class post, recorded delivery, commercial courier or fax.
- 24.2 A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in Clause 24.1; if sent by pre-paid first class post or recorded delivery, at 9.00 am on the second Operational Day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by fax, one (1) Operational Day after transmission.

**25. SEVERANCE**

- 25.1 If any court or competent authority finds that any provision of the SPA (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of the SPA shall not be affected.
- 25.2 If any invalid, unenforceable or illegal provision of the SPA would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

**26. WAIVER**

A waiver of any right or remedy under the SPA is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. No failure or delay by a party to exercise any right or remedy provided under the SPA or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

**27. NO PARTNERSHIP**

Nothing in this SPA is intended to, or shall be deemed to, establish any partnership between any of the Parties, constitute any Party the agent of another Party, nor authorise any Party to make or enter into any commitments for or on behalf of any other Party except as expressly provided in this SPA.

**28. COUNTERPARTS**

This SPA may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original of this SPA, but all the counterparts shall together constitute the same agreement. The expression "counterpart" shall

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include any executed copy of this SPA transmitted by fax or scanned into printable PDF, JPEG, or other agreed digital format and transmitted as an e-mail attachment. No counterpart shall be effective until each party has executed at least one counterpart.

**29. THIRD PARTY RIGHTS**

A person who is not a party to this SPA shall not have any rights under or in connection with it.

**30. ENTIRE AGREEMENT**

This SPA and the Services Contracts constitute the entire agreement between the Parties and supersedes all prior discussions, correspondence, negotiations, arrangements, representations, understandings or agreements between them, whether written or oral, relating to its subject matter.

**31. GOVERNING LAW AND JURISDICTION**

This SPA, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, English law, and where applicable, the Parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.

**This SPA for Bradford District and Craven has been entered into on the date stated at the beginning of it.**

Signed by for and on behalf of <b>NHS BRADFORD CITY CLINICAL COMMISSIONING GROUP</b>	.....
Signed by for and on behalf of <b>NHS BRADFORD DISTRICTS CLINICAL COMMISSIONING GROUP</b>	.....
Signed by for and on behalf of <b>NHS AIREDALE, WHARFEDALE AND CRAVEN CLINICAL COMMISSIONING GROUP</b>	.....
Signed by	

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for and on behalf of <b>BRADFORD CARE ALLIANCE COMMUNITY INTEREST COMPANY</b>	.....
Signed by for and on behalf of <b>BRADFORD DISTRICT CARE NHS FOUNDATION TRUST</b>	.....
Signed by for and on behalf of <b>AIREDALE NHS FOUNDATION TRUST</b>	.....
Signed by for and on behalf of <b>BRADFORD TEACHING HOSPITALS NHS FOUNDATION TRUST</b>	.....
Signed by for and on behalf of <b>CITY OF BRADFORD METROPOLITAN DISTRICT COUNCIL</b>	.....
Signed by for and on behalf of <b>BRADFORD VCS ALLIANCE LIMITED</b>	.....

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Signed by for and on behalf of <b>LOCAL CARE DIRECT</b>	.....
Signed by for and on behalf of <b>MODALITY PARTNERSHIP</b>	.....
Signed by for and on behalf of <b>WHARFEDALE, AIREDALE AND CRAVEN ALLIANCE</b>	.....
Signed by for and on behalf of <b>BRADFORD CARE ASSOCIATION LIMITED</b>	.....

**SCHEDULE 1****Definitions and Interpretation**

1 The following words and phrases have the following meanings:

<b>SPA</b>	this agreement incorporating the Schedules
<b>Airedale Providers</b>	Airedale NHS Foundation Trust, Bradford District Care NHS Foundation Trust, Bradford VCS Alliance Limited, City of Bradford Metropolitan District Council (acting as a provider of care), Local Care Direct Limited, Modality Partnership, North Yorkshire County Council/Craven District Council (acting as a provider of care) and Wharfedale, Airedale and Craven Alliance (WACA)
<b>Best for Bradford District and Craven</b>	best for the achievement of the Vision and Objectives for Bradford District and Craven on the basis of the Principles
<b>Bradford District and Craven</b>	the geographical population group covered by the CCGs
<b>Bradford Providers</b>	Bradford Care Alliance Community Interest Company, Bradford District Care NHS Foundation Trust, Bradford Teaching Hospitals NHS Foundation Trust, Bradford VCS Alliance Ltd, Bradford Care Association Limited and City of Bradford Metropolitan Council (where acting as a provider of social care and/or public health services)
<b>CCGs</b>	NHS Airedale, Wharfedale and Craven CCG NHS Bradford City CCG and NHS Bradford Districts CCG

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<b>Change</b>	any alteration of or variation to this SPA or any Services Contract including a Mandatory Change as set out in Schedule 5 (Change Procedure)
<b>Confidential Information</b>	all information which is secret or otherwise not publicly available (in both cases in its entirety or in part) including commercial, financial, marketing or technical information, know-how, trade secrets or business methods, in all cases whether disclosed orally or in writing before or after the date of this SPA
<b>Council</b>	City of Bradford Metropolitan Council (where acting as commissioners of social care and/or public health services)
<b>Dispute</b>	any dispute arising between two or more of the Parties in connection with this SPA or their respective rights and obligations under it
<b>Dispute Resolution Procedure</b>	the procedure set out in Schedule 4 for the resolution of disputes which are not capable of resolution under Clause 18
<b>ICB</b>	the Integration and Change Board as set out in Clause 10
<b>Initial Term</b>	the initial term of this SPA as set out in Clause 4.1
<b>Intellectual Property</b>	patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, goodwill, rights in designs, rights in computer software, database rights, rights to use and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of,



	and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world
<b>Insolvency</b>	<p>any of the following events or circumstances (as may be applicable to each Party):</p> <ul style="list-style-type: none"> <li>a) where a Party suspends, or threatens to suspend, payment of its debts (whether principal or interest) or is deemed to be unable to pay its debts within the meaning of Section 123(1) of the Insolvency Act 1986;</li> <li>b) where a Party calls a meeting, gives a notice, passes a resolution or files a petition, or an order is made, in connection with the winding up of that Participant (save for the sole purpose of a solvent voluntary reconstruction or amalgamation);</li> <li>c) where a Party has an application to appoint an administrator made or a notice of intention to appoint an administrator filed or an administrator is appointed in respect of it or all or any part of its assets;</li> <li>d) where a Party has a receiver or administrative receiver appointed over all or any part of its assets or a person becomes entitled to appoint a receiver or administrative receiver over such assets;</li> <li>e) where a Party takes any steps in connection with proposing a company voluntary arrangement or a company voluntary arrangement is passed in relation to it, or it commences negotiations with all or any of its creditors with a view to rescheduling</li> </ul>

	<p>any of its debts; or</p> <p>f) where a Party has any steps taken by a secured lender to obtain possession of the property on which it has security or otherwise to enforce its security; or</p> <p>g) where a Party has any distress, execution or sequestration or other such process levied or enforced on any of its assets which is not discharged within 14 Business Days of it being levied;</p> <p>h) where a Party has any proceeding taken, with respect to it in any jurisdiction to which it is subject, or any event happens in such jurisdiction that has an effect equivalent or similar to any of the events listed above; and/or</p> <p>i) where a Party substantially or materially ceases to operate, is dissolved, or is de-authorised as an NHS trust or NHS foundation trust;</p> <p>j) where a Party is clinically and/or financially unsustainable as a result of any clinical or financial intervention or sanction by the regulator responsible for the independent regulation of NHS trusts OR NHS foundation trusts or the Secretary of State and which has a material adverse effect on the delivery of the Services;</p> <p>k) a trust special administrator is appointed over a Party under the National Health Service Act 2006 or a future analogous event occurs; or</p> <p>l) if a Party suffers any event analogous to the events set out in a) to k) of this definition in any</p>
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	jurisdiction in which it is incorporated or resident;
<b>Law</b>	<p>any applicable statute or proclamation or any delegated or subordinate legislation or regulation;</p> <p>any enforceable EU right within the meaning of section 2(1) European Communities Act 1972;</p> <p>any applicable judgment of a relevant court of law which is a binding precedent in England and Wales;</p> <p>Guidance (as defined in the NHS Standard Contract);</p> <p>National Standards (as defined in the NHS Standard Contract); and</p> <p>any applicable code</p>
<b>Mandatory Change</b>	any Change in the scope of the Services which the Commissioners are required to implement by reason of a change in Law or applicable health or social care guidance, direction, standard or requirement to which the Commissioners have a duty to implement or follow
<b>NHS Standard Contract</b>	the NHS Standard Contract as published by NHS England from time to time
<b>Operational Days</b>	a day other than a Saturday, Sunday or bank holiday in England
<b>Programme Boards</b>	means the programme boards made up of Provider and Commissioner representatives, more particularly described at Clause 10 (Governance)
<b>Section 75 Agreement</b>	means the agreement entered into by the Commissioners on 1 April 2017 as a “Framework Partnership Agreement relating

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	to the Commissioning of Health and Social Care services” and any subsequent agreement entered into by the Commissioners under section 75 of the National Health Service Act 2006 to commission elements of the Services
<b>Services</b>	the services commissioned to be provided by the Providers by the Commissioners for Bradford District and Craven as set out in Schedule 3 (Services)
<b>Services Contract</b>	a contract entered into by one of the Commissioners and a Provider for the provision of elements of the Services as set out in Schedule 3, and references to a Services Contract include all or any one of those contracts as the context requires

**SCHEDULE 2**

**Governance**

**Part 1: Integration and Change Board Terms of Reference**

*The Parties will negotiate and agree the form of the Terms of Reference for the Integration and Change Board and attach the agreed form into this Schedule 2 (Part 1).*

**Part 2 (1): Airedale Wharfedale and Craven Health and Care Partnership Board Terms of Reference**

*The Parties will negotiate and agree the form of the Terms of Reference for the Airedale Wharfedale and Craven Health and Care Partnership Board and attach the agreed form into this Schedule 2 (Part 2).*

**Part 2 (2): Bradford and District Health and Care Partnership Board Terms of Reference**

*The Parties will negotiate and agree the form of the Terms of Reference for the Bradford and District Health and Care Partnership Board and attach the agreed form into this Schedule 2 (Part 3).*

**SCHEDULE 3**

**Services**

The Services that will be within the scope of the SPA will be:

(1) all of the health and care services commissioned by the CCG Commissioners for Bradford District and Craven; and

(2) any other services related to Bradford District and Craven that the Council agree to bring within the governance and operating framework of the SPA as set out below:

<b>Description of service</b>	<b>Commissioner</b>	<b>Current Provider(s)</b>

**SCHEDULE 4**

**Dispute Resolution Procedure**

**1 Avoiding and Solving Disputes**

- 1.1 The Parties commit to working cooperatively to identify and resolve issues to the Parties mutual satisfaction to avoid all forms of dispute or conflict in performing their obligations under this SPA. Accordingly, the Parties will look to collaborate and resolve differences under Clause 8 of the SPA prior to commencing this procedure.
- 1.2 The Parties believe that by focusing on their agreed Vision, Objectives and Principles they are reinforcing their commitment to avoiding disputes and conflicts arising out of or in connection with the provision of the Services to Bradford District and Craven.
- 1.3 The Parties shall promptly notify each other of any dispute or claim or any potential dispute or claim in relation to this SPA or the operation of the Services (each a '**Dispute**') when it arises.
- 1.4 In the first instance, the Programme Board(s) relevant to the particular Service area in dispute shall seek to resolve any Dispute to the mutual satisfaction of the Parties. If the Dispute cannot be resolved by the Programme Boards within 10 Business Days of the Dispute being referred to it, the Dispute shall be referred to the relevant Health and Care Partnership Board (or if the dispute covers all the CCGs populations to the ICB) for resolution.
- 1.5 The Health and Care Partnership Board (or ICB where relevant) shall deal proactively with any Dispute on a Best for Bradford District and Craven basis in accordance with this SPA so as to seek to reach a unanimous decision. If the Health and Care Partnership Board (or ICB where relevant) reaches a decision that resolves, or otherwise concludes a Dispute, it will advise the Parties of its decision by written notice. The parties agree that they will look to implement any unanimous decision of the Health and Care Partnership Board (or ICB where relevant) subject always to Clause 9.3 of the SPA.
- 1.6 The Parties agree that the Health and Care Partnership Board (or ICB where relevant), on a Best for Bradford District and Craven basis, may determine whatever action it believes is necessary including the following:

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- (a) If a Health and Care Partnership Board cannot resolve a Dispute, it may refer the dispute to the ICB to assist with resolving the Dispute; and
- (b) The ICB shall:
  - (i) be provided with any information it requests about the Dispute;
  - (ii) assist the Health and Care Partnership Board to work towards a consensus decision in respect of the Dispute;
  - (iii) regulate its own procedure and, subject to the terms of this SPA, the procedure of the Health and Care Partnership Board at such discussions;
  - (iv) determine the number of facilitated discussions, provided that there will be not less than three and not more than six facilitated discussions, which must take place within 20 Business Days of the referral; and
  - (v) have any costs and disbursements met by the Parties equally.
- (c) If the ICB cannot resolve the Dispute, the Dispute must be considered afresh in accordance with this Schedule 4 and only after such further consideration again fails to resolve the Dispute, the ICB may decide to:
  - (i) terminate this SPA; or
  - (ii) agree that the Dispute need not be resolved.



**SCHEDULE 5**

**Change Procedure**

**1 Change**

- 1.1 This Schedule 5 shall not apply to individual and minor changes to the Services that shall be identified and approved by the Programme Boards in accordance with the agreed Terms of Reference.
- 1.2 Save as otherwise specifically provided in this SPA, no Change will be binding on the Parties unless the requirements of this Change Procedure have been satisfied.
- 1.3 Any Party will be entitled to propose a Change at any time by issuing a Notice of Change to the relevant Health and Care Partnership Board (or ICB where relevant to both Health and Care Partnership Boards).
- 1.4 The Commissioners, when proposing a Change, will specify whether or not the proposed Change is a Mandatory Change. If the proposed Change is a Mandatory Change then it will be dealt with in accordance with paragraph 2 (Mandatory Change) below.
- 1.5 Any of the Parties may, at any time prior to the signature of the Change Approval Form by all Parties, withdraw a Notice of Change it served.
- 1.6 Each Notice of Change will provide in respect of the proposed Change information including, but not limited to:
  - (a) details of the proposed Change in sufficient detail to allow evaluation of the proposed Change;
  - (b) the reason for the proposed Change; and
  - (c) the critical dates, if any, for the implementation of the proposed Change.
- 1.7 The Health and Care Partnership Board (or ICB where relevant) will review the Notice of Change as soon as reasonably practicable after receipt and consider, on a Best for Bradford District and Craven basis, whether or not and to what extent a Change should be implemented.

- 1.8 The Health and Care Partnership Board (or ICB where relevant) will then notify the Programme Boards whether or not the proposed Change has been approved. The Programme Boards will be bound by the decision of the Health and Care Partnership Board (or ICB where relevant), in relation to the proposed Change and it will take the appropriate action to implement the Health and Care Partnership Board (or ICB where relevant) decision.

2 **Mandatory Changes**

- 2.1 The Commissioners will be entitled in their sole discretion to declare in the Notice of Change that a proposed Change is a Mandatory Change and the date from which the Mandatory Change will be effective.
- 2.2 Any Mandatory Change and the date from which the Commissioner states that the Mandatory Change is to be effective will be deemed to be approved by the Health and Care Partnership Board (or ICB where relevant), and the Programme Boards will give directions as to the implementation of such Mandatory Change in accordance with the relevant Notice of Change.
- 2.3 The Mandatory Change will be documented in accordance with paragraph 4 (Formalities) of this Schedule 5.
- 2.4 Subject always to paragraphs 2.1 to 2.3, the Programme Boards may agree to conduct an evaluation report in respect of a Mandatory Change.

3 **Effect of Change on Costs**

- 3.1 The Parties must all mitigate the effect, if any, which any Change will have on the costs which each of the Parties will incur in performing their respective obligations under this SPA or any Services Contract.
- 3.2 In the event of any Change which is made to reflect any change in Law, which is implemented at any time after the date of this SPA, then to the extent that there is any increase or decrease in the costs incurred by each Provider as a result of such change in Law, the Programme Boards shall consider and agree how such cost increase or decrease is best managed by the Parties and which Parties should bear the burden or receive the benefit of such changed costs. Where the increase or decrease may have

a significant impact on financial plans or activity then the issue may be escalated to the Health and Care Partnership Board (or ICB where relevant), to consider and resolve.

4 **Formalities**

- 4.1 A Change Approval Form, in a form approved by the ICB, will be raised by the Commissioner in relation to all Mandatory Changes and all Changes which are approved by the Health and Care Partnership Board (or ICB where relevant), and will stipulate the date from which it will, or in the case of a Change which is not a Mandatory Change, it is proposed that the Change will, be effective and will be signed by the Parties.
- 4.2 On receipt of the completed Change Approval Form, the Commissioner will raise and issue a formal amendment to any Services Contract affected.
- 4.3 The Parties will each take all necessary steps to implement any alterations to or variations of any Services Contract or any Change made in accordance with this Schedule 5.

## SCHEDULE 6

### Financial Principles

#### Financial and Risk Management Principles

1. The Parties will aim to live within their means, i.e. work in the model to the level of resources available to provide the Services.
2. The Parties will develop and shape the strategic capital and estates plans across *Bradford District and Craven*, maximising all possible funding sources and ensuring our plans support the delivery of the Vision and Objectives.
3. The Parties will ensure that they have the best information, data, and intelligence to inform the decisions that they take.

#### Key assumptions

4. A rigorous Quality Impact and Equality Impact Assessment process for both transformational and in-year changes should support all financial decisions.
5. Future financial investment should be a result of partnership oversight and agreement on commissioning intentions.
6. Whilst there will not be a detailed risk/reward mechanism in this SPA initially, the intent is for the Parties to develop a risk reward mechanism for adoption by FY 2020/21 in accordance with the Risk/reward mechanism set out below.
7. The Risk/reward mechanism will be based on the Parties' shared desire for payment and incentives to fairly reward effort and to drive the behaviours that the system requires in order to achieve the Objectives.

#### Risk/reward mechanism

8. The principles between the Parties which will underpin the development of the Risk Reward Mechanism are that:
  - transactional costs should be minimised;
  - there will be cost transparency between the parties (subject to compliance with competition law and the need to ensure non-disclosure of commercially sensitive information);
  - definitions of costs are agreed by all parties in advance;
  - value for money must be demonstrated ; and
  - no party shall derive unreasonable advantage or suffer unreasonable disadvantage.

#### NHS Finance principles

9. The Parties agree that:

- There is a need to agree and utilise one set of activity and finance data for the purposes of planning, managing transformational changes, and agreeing any risk reward mechanism;
- There is commitment to managing NHS expenditure in aggregate across the system, including joint management of stranded costs (focus on costs and expenditure, not tariff or funding);
- They will build on the way the West Yorkshire Association of Acute Trusts (WYAAT) Risk/gain share works as the basis for how they develop this for any local agreement;
- Implications of any changes resulting in a net NHS deficit will be considered a failure for all NHS parties;
- The financial focus for decision making will balance service delivery, quality and safety, and cost/expenditure rather than tariff or funding with the inevitable need to end PbR; and
- A transition mechanism process will be agreed to support the impact of transformative service changes. This may include approaches to managing and mitigating losses and gains, double running costs, and unintended financial consequences.

## SCHEDULE 7

### Workforce Principles

The workforce principles agreed by the Parties are:

1. Ensure we keep the person at the centre of everything we do; striving to ensure no decision is taken in isolation of the wider system and taking collective ownership of the key workforce challenges within the system as they present
2. Endeavour to embed an ethos of working for a system rather than an organisation by demonstrating these values in our everyday actions and behaviours through the development of a shared set of core competencies
3. Put difficult workforce issues on the table, with a high support and high challenge coaching approach to effecting change; surfacing the early warning signs of things not working by encouraging a learning and no blame culture
4. Working on the most appropriate footprints to strategically plan our collective workforce; securing the best people primarily, though not solely from, our local communities by taking a shared approach to promoting, attracting and recruiting the right people who are truly representative of those communities
5. Optimise the knowledge, experience, skills and strengths of our shared workforce by developing our people together and maximising our collective resources (eg apprenticeship levy) wherever possible
6. Involve the right people, at the right time to enable workforce transformation; enabling movement around the system to provide the right care and experience for our local people (e.g. streamlining our HR processes and ensuring transferability of statutory mandatory training requirements)
7. Develop our workforce in response to current and emerging local population needs; including equipping people for working across new and emerging care pathways, working with diversity and for the digital revolution
8. Create formal and informal opportunities for our leaders to develop together as system leaders; systematically using evidence based approaches
9. Take collective responsibility for proactively supporting the health and wellbeing of our workforce; retaining staff by being good employers and offering flexible working and career opportunities across the system
10. Work collectively to develop agreements to retain talent within the system; retraining people and supporting them to transition to new roles, in particular during times of organisational change (whilst recognising and working within employers statutory responsibilities)

## Annex 1

**Applicability of Strategic Partnering Agreement elements to the Parties**

SPA Part	CCGs	NHS Providers	Councils	Other Providers <sup>1</sup>
<b>Part A: Clauses 5-7 Vision, Objectives and Principles</b>	X	x	x	x
<b>Part B: Clauses 8,9 Delivery of the Vision and Objectives</b>	X	x	x	x
<b>Part C: Clauses 10-12 Governance Arrangements</b>	X	x	x	x
<b>Part D: Clauses 13-18 Financial and Workforce Framework, Liability, Admission and Exclusion</b>	X	x	x	x
<b>Part E: Clauses 19-31 General Provisions</b>	X	x	x	x

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<sup>1</sup> Other Providers are significant providers of services in Bradford District and Craven. They are categorised as 'Other Providers' because of their corporate status as non-statutory public bodies here.